

REMARKS/ARGUMENTS

This Amendment is in response to the final Office Action mailed December 10, 2008. Claims 19-22, 25-27, 30, 33, 35, 36, 41-59, 61-65, 67-70 and 71-73 were pending in the present application with claims 71-73 withdrawn in the Office Action. This Amendment amends claims 19, 41, 48, 53-54, 56-57, 62-63, cancels claims 27, 55, 58, 61, and 67, and presents no new claims. Claims 71-73 are still withdrawn from consideration. Thus, after entry of this Amendment, which is respectfully requested, claims 19-22, 25-26, 30, 33, 35-36, 41-54, 56-57, 59, 62-65, 68, and 71-73 will be pending with claims 71-73 still withdrawn. Reconsideration of the rejected claims is respectfully requested.

I. ELECTION/RESTRICTION REQUIREMENT

The Office Action subjected claims 71-73, which were newly presented in the last amendment, to a restriction and/or election requirement. Per MPEP 821.03, the Examiner withdrew the claims and the rest of the pending claims (claims 19-22, 25-27, 30, 33, 35, 36, 41-59, 61-65, and 67-70) were constructively elected. Applicants do not traverse the restriction requirement or the constructive election of the claims.

II. CLAIM REJECTIONS UNDER 35 U.S.C. § 112 ¶ 2

The Office Action rejected claims 27 and 58 under 35 U.S.C. 112, paragraph 2 for indefiniteness. Claim 27 was rejected because “updated experience information” and “performance review information” had been removed from the parent claim, and the limitations of claim 27 allegedly did not make sense after the removals. Claim 58 was rejected because a “review of the work performed” had been removed from the parent claim, and the limitations of claim 58 allegedly did not make sense after the removal.

While Applicants respectfully disagree with the above characterizations and rejection, claims 27 and 58 have been canceled so as to expedite prosecution of this application on the allowable subject matter in the rest of the claims. Thus, the rejections are moot. Applicants respectfully request withdrawal of the rejections.

III. CLAIM REJECTIONS UNDER 35 U.S.C. § 103

The Office Action rejected all the claims (claims 19-22, 25-27, 30, 33, 35-36, 41-59, 61-65, and 67-68) under 35 U.S.C. § 103(a) as being unpatentable (obvious) over Joao (US 6,662,194) (hereinafter “Joao”), in view of Knudson et al. (US 5,765,140) (hereinafter “Knudson”) and Donnelly et al. (US 6,049,776) (hereinafter “Donnelly”), except for claims 71-73 which were withdrawn by the Examiner (see above).

The independent claims (claims 19, 41, and 63) have been amended to recite “matching a plurality of resumes of a plurality of contractors to the plurality of staffing requirements for the project . . . [and] automatically updating the resume of the hired contractor . . . such that the resume [data] for the hired contractor remains current.” This is supported by the specification, for example on page 15, lines 18-23. A resume is distinct from Knudson’s assignment sheets or timesheets, which appear to be unsummarized lists of hours worked on billable tasks. Combining Knudson’s assignments table and/or timesheet into Joao’s and/or Donnelly’s job posting and/or human resources databases would not result in the invention as presently claimed. The resumes in the Joao/Donnelly databases would not be “automatically update[d] . . . with collected information including at least one of new skill level information . . . and new skill obtained by the hired contractor” because the unsummarized entry of time data would go into Knudson’s timesheets and not into workers’ resumes. Timesheets are distinct from resumes.

Furthermore, it would not have been obvious to one skilled in the art at the time of the invention to collect information substantially daily about work performed and update one’s resume, as opposed to update a timesheet. The usefulness of an updated resume is much different than the usefulness derived from keeping a timesheet up to date. A timesheet is kept up to date so that the employee may be properly paid at the end of the month, or so that a manager can assess a worker’s progress against a project plan (Knudson col. 7, lines 30-47). Timesheets by their very nature should be kept up to date at periodic intervals. On the other hand, a resume does not need to be kept up to date at periodic intervals, especially short intervals. A resume is updated intermittently, for example when a job is being sought. A worker, especially one

gainfully employed, is typically not seeking a new job “substantially daily,” substantially monthly, or other short periods. Instead, most employees work at their jobs for varying amounts of longer time, sometimes years. There is simply no motivation for an average worker to update a resume “substantially daily.” Even if one were afraid of losing his current job, he would probably not update his resume from his timesheet each day. On the other side, there is no motivation for an employer to update a worker’s resume. Even if it has all the highly automated human resource tracking information and timesheet data of Donnelly, an employer would probably not want to help a worker update his resume because that would mean he was looking for another job. Therefore, one skilled in the art at the time of the invention would not have any motivation to “collect[] information substantially daily about work performed . . . and update[] the resume of the hired contractor” as required by the claims.

Skilled independent contractors, contract workers, and other “contingent workers” commonly have shorter employment periods and are also more focused on their skills (specification p. 2, lines 13-16). That said, even contingent workers would have no motivation to update their resumes from their “substantially daily.” However, the inventors recognized that the very computer system that tracks what skills a contingent workers’ obtains on a job could also be used to update the contingent workers’ resumes (*see* specification p. 4, lines 2-8). Furthermore, they recognized that the system could be incorporated into a contractor procurement program “built exclusively to address the unique challenges enterprises face in hiring and managing a contract workforce” (specification p. 5, lines 20-23). This aspect of the disclosure helps bring the daily updated resume from impractical to practical.

Thus, for at least the above reasons, Applicants respectfully request withdrawal of the rejections of the claims, and all claims depending thereon.

IV. AMENDMENTS TO THE CLAIMS


Unless otherwise specified or addressed in the remarks section, amendments to the claims are made for purposes of clarity, and are not intended to alter the scope of the claims or limit any equivalents thereof. The amendments are supported by the specification and do not add new matter.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 415-576-0200.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Mark Mathison', with a long horizontal flourish extending to the right.

Mark Mathison
Reg. No. 57,556

TOWNSEND and TOWNSEND and CREW LLP
Two Embarcadero Center, Eighth Floor
San Francisco, California 94111-3834
Tel: 925-472-5000
Fax: 415-576-0300

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